

REMARKS

The Office Action of May 1, 2006 has been reviewed and the comments therein were carefully considered. Claims 18-20, 33, 56, 66, 67, 69-71, 84, 107, 116 and 120-123 are pending in this application. Claims 18-20, 33, 56, 66, 67, 69-71, 84, 107, 116 and 120-123 stand rejected. Through this Response and Amendment, the Applicants have amended claims 18, 120, and 122. No new matter has been added. As explained in more detail below, the Applicants respectfully submit that the pending claims are in condition for allowance and respectfully solicit such action.

Rejections under 35 U.S.C. § 112

Claim 18 stands rejected under 35 USC 112 as being indefinite for failing to particularly point out and distinctly claim the subject matter which applicant regards as the invention.

Specifically, the Examiner asserts the meaning of the term “trusted terminal” is unclear, and therefore is indefinite. The Applicants have replaced the term to recite “mobile personal trusted device”. The Specification provides adequate support for the amendment. For example, the FIELD OF THE INVENTION provides: “The present invention relates to the field of telecommunications and mobile terminals, hereinafter referred to as personal trusted devices (PTD).” (Page 1, lines 6-9, emphasis added) The SUMMARY further provides “A user of the invention may order a ticket with a PTD or a mobile terminal over a wireless network”. (Page 2, lines 1-2, emphasis added). In view of the foregoing, the Applicants respectfully request withdrawal of the rejection.

Rejections under 35 U.S.C. § 103

Claims 18-19, 33, 56, 66, 67, 69, 84, 107, 116, 120 and 122 stand rejected under 35 USC Section 103(a) as being unpatentable over Block (US Publication 2002/0010604 A1) in view of Musgrave et al. (US 6,202,151 B1) (“Musgrave”). The Applicants respectfully traverse the rejection in view of the Remarks below.

The Office Action alleges Block teaches a method for electronically purchasing tickets. Specifically, the Office Action asserts paragraphs 0668 and 0669 teach “saving in a memory information regarding the purchase from which the purchased ticket is output by an authorized

device selected by the portable trusted terminal with authorization being determined by the server of the provider”. (Office Action dated May 1, 2006; page 3) The Applicants respectfully disagree as there is no teaching or suggestion the purchase ticket being outputted by an authorized device “*selected by the mobile personal trusted device*”.

While the cited text suggests users (“members”) may utilize mobile devices to communicate online, there is no teaching or suggestion that the tickets are outputted by an authorized device selected by a mobile personal trusted device. In fact, the only output referenced states: “Tickets can be printed out either at AirportAmerica Kiosks 11 (see FIG. 1) located strategically throughout the airport through a partnering with the local sponsor airport, or on a computer printer.” (Para. 0668, lines 13-17) First, if a user (“member”) utilizes a portable device to buy a ticket, there is no teaching the portable device can select which AirportAmerica Kiosk it is printed out at.

In an alternative scenario, if the user purchases the tickets directly at the AirAmerica Kiosk, there is no mobile personal trusted device as claimed being utilized (nor can there be a “user terminal” as claimed). As cited above, the Kiosks are “located strategically throughout the airport” and the user must physically retrieve the printout at the Kiosk they are using (*see, e.g.,* para. 0705, stating: “He stops at the AA kiosk 11 near his gate...receives page one of hard copy of a reservation”) Thus further suggesting the Kiosks are not potable or mobile. For at least these reasons, the Applicants respectfully traverse the grounds for rejection and request reconsideration.

The Applicants further respectfully disagree with the assertion that Musgrave teaches the limitation of signing with the server a contract representing purchase of the ticket by the purchaser. For this assertion, the Office Action cites Col. 1, lines 17 – 45 of Musgrave and states “signing a contract for an electronic transaction is old and well known in the art.” Specifically the Office Action points to the statement: “In general, any electronic service of value, provided over a local network or a public network, requires authentication of the requester in order to protect the value of the service. More valuable services typically require a greater degree of authentication.” (Office Action dated December 12, 2005, page 4).

First, mere authentication of a user does not teach, disclose, or otherwise suggest the signing with the server a contract representing purchase of the ticket by the purchaser. A user may be authenticated for a variety of purposes which have nothing to do with signing a contract

from a mobile terminal with the server representing purchase of the ticket by the purchaser. For example, a user may be authenticated to allow the user to access certain files or obtain select information.

Since the Office Action indicates claims 33, 56, 66, 67, 69, 84, 107, 116, 120, and 122 are rejected under the same rationale as set forth in the rejection of claim 18 (page 4), the Applicants believe the above arguments overcome the rejections of those claims. For at least these reasons, the Applicants respectfully traverse the grounds for rejection and request reconsideration.

Claims 121 and 123 stand rejected under 35 USC Section 103(a) as being unpatentable over Block (US Publication 2002/0010604 A1) in view of Musgrave et al. (US 6,202,151 B1) ("Musgrave") and further in view of Official Notice.

For at least the same reasons set forth above, the Applicants respectfully disagree that either Block or Musgrave, collectively or individually teach, disclose, or suggest the subject matter of claims 12 and 123, and therefore respectfully request reconsideration.

CONCLUSION


Favorable reconsideration of this application is respectfully requested. The Examiner is invited to contact the undersigned should it be deemed necessary to facilitate prosecution of the application.

Respectfully submitted,

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